

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

IN RE:) In Proceedings Under
) Chapter 13
Shannon L Wimberly and)
Rachel R. Wimberly,) Bk. No. : 12-40805
Debtors.)

AMENDED MOTION TO MODIFY MORTGAGE LOAN

Now come Shannon L. Wimberly and Rachel R. Wimberly, hereafter shown as the “Debtors”, by and through their attorneys of the Bankruptcy Clinic, PC for an order authorizing the Debtors to enter into a loan modification agreement with Ocwen Loan Servicing, hereafter shown as “Creditor”, as set forth:

1. Debtors entered into Chapter 13 Bankruptcy proceedings on or about June 26, 2012.
2. Debtors’ mortgage loan was and is currently held by Ocwen Loan Servicing for the residence located at 13127 Brushy Creek Road, Carrier Mills, Illinois 62917.
3. Debtors had original listed GMAC Mortgage, LLC as the lien holder on said property on Schedule D of their petition.
4. Debtors had set forth in their Chapter 13 Plan that GMAC Mortgage, LLC was to be paid directly from the Debtors to the lien holder.
5. Creditor filed a Proof of Claim with this Court on October 12, 2012 reflecting the following:
 - a. Amount of Claim as of the date the case was filed \$208,762.49
 - b. Fixed interest rate on loan of 5.375%
 - c. Amount of pre petition arrearage \$0.00
 - d. Post petition monthly payment amounts were set forth at \$1,219.00 (which included principal and interest only)
6. Creditor filed a Notice of Mortgage Payment Change with this Court on April 2, 2013 reflecting the following:
 - a. Escrow amount is set at \$495.05 per month
 - b. Monthly Payment of \$1,714.11
 - c. New Monthly Payment to begin 05/01/2013
7. Debtors have been struggling to make their plan payments and house payments as they are divorced and maintain two households.

8. Debtors have been in constant contact with Ocwen Loan Servicing, LLC. in order to do a loan modification to supply them with some financial relief.
9. On July 23, 2013 Counsel for Debtors received via fax from Creditor "Non HAMP Loan Modification Agreement" (See exhibit A)
10. Debtors wish to enter into the loan modification agreement shown as exhibit A. The terms of the loan modification are as follows:
 - a. Modified Principal Balance \$213,269.75
 - b. Interest Rate 5.375%
 - c. Revised Monthly Payment \$1,081.90
(not including monthly insurance premiums or escrow, if applicable)
 - d. Monthly Escrow Payment \$357.33 (may adjust periodically)
 - e. Due Date of First Revised Payment 08/01/2013
 - f. Mortgage Maturity Date July 1, 2053
11. Debtors will amend their Chapter 13 Plan in accordance of the new terms of the mortgage modification and continue to remit the monthly mortgage payments directly to the Creditor beginning with their August 1, 2013 payment.
12. Debtors believe that this is in their best interest by lowering the monthly mortgage payments; it will be easier for the Debtors to retain the residence, avoid foreclosure and complete their Chapter 13 Plan.
13. As of July 23, 2013, the Trustee disbursed funds in the amount of \$0.00 to the Creditor.

Wherefore the Debtors respectfully request that the Court allow the Modification to the Mortgage Loan with the terms set forth.

Respectfully Submitted,

/s/ Jay B. Howd
Jay B. Howd, Attorney for Debtors
Bankruptcy Clinic, PC
206 West DeYoung Street
Marion, IL 62959
Phone; (618) 993-1300
Fax: (618) 993-0713